

Releasable

Monsanto Company 104(e) Response: CONFIDENTIAL BUSINESS INFORMATION

Date: 10/23/09, 11/20/09

Document: 876126, 877719

Allianz Underwriters, Inc.
(Hereinafter called the Company)

Allianz 

5900 Wilshire Boulevard
Los Angeles, Calif. 90036

Excess Umbrella Liability Policy

Policy No. **AUX 5201350**

P.O. Address (No., Street, Town, County, State)

Item 1.
NAMED
INSURED

MONSANTO COMPANY, ET AL
(SUBSIDIARIES PER LIST ON FILE
WITH COMPANY)
800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63167

THOMAS E. SEARS - INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
800 CLARENDON STREET
BOSTON, MASS. 02116

Item 2. Policy Period:
From **APRIL 1, 1982** to **APRIL 1, 1983**
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 3. Underlying Umbrella Policies: A) \$5,000,000 EXCESS OF PRIMARY AND/OR SELF-INSURED
RETAINED LIMIT - LONDON UNDERWRITERS - POLICY NO. TO BE ADVISED B)
\$240,000,000 EXCESS OF A) VARIOUS CARRIERS AS ON FILE WITH COMPANY

Item 4. Underlying Umbrella Limits (Insuring Agreement 2): **\$245,000,000**

Item 5. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): **\$245,000,000**

Item 6. Limits of Liability (Insuring Agreement 2): **\$10,000,000 PART OF \$55,000,000
EXCESS OF ITEM 4.**

Item 7. Aggregate Limit of Liability (Insuring Agreement 2): **\$10,000,000 PART OF \$55,000,000
EXCESS OF ITEM 5.**

Item 8. Premium: **\$7,500.00**

Countersigned by:

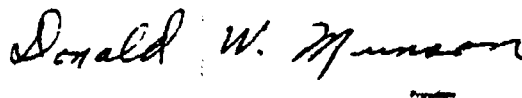

Authorized Representative

MARCH 25, 1982

Date

IN WITNESS WHEREOF the Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.


Secretary


President

A.U.I. 0-0847 (1/80)

ORIGINAL

MONS 158011



Excess Umbrella Liability Policy

THIS POLICY JACKET WITH THE DECLARATIONS PAGE, AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM
A PART THEREOF, COMPLETES THIS POLICY.

A.U.I. 0-0048 (1/80)

MONS 158012

NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Company.

INSURING AGREEMENTS

1. COVERAGE.

Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law;
- or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:—

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 3 of the Declarations and issued by the Company(ies) as shown in item 3 above, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY—UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:—

\$ (as stated in Item 4 of the Declaration) Ultimate Net Loss in respect of each occurrence, but
\$ (as stated in Item 5 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured,

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 6 of the Declaration) Ultimate Net Loss in respect of each occurrence—subject to a limit of
\$ (as stated in Item 7 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 6 and 7 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this insurance in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 3 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of the Policy.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than thirty (30) days' thereafter cancellation shall be effective, except in the event of cancellation for nonpayment of premium the notice shall be effective ten (10) days' thereafter. The mailing of notice as aforesaid by Underwriters of their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this insurance has been in force. If this Policy shall be cancelled by the Company the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though Company makes no payment or tender of return premium.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE.

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy, shall be in excess of and shall not contribute with such other insurance.

NUCLEAR INCIDENT EXCLUSION

It is agreed that this Policy does not apply:

- I. Under any Liability Coverage, to Personal Injury or Property Damage
 - (a) with respect to which an Insured under this Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Liability Coverage, to Personal Injury or Property Damage resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the Personal Injury or Property Damage arising out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- III. As used herein:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to Property Damage, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

MAY - 4 1982

ENDORSEMENT



CANCELLATION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS UNDERSTOOD AND
AGREED THAT THE CANCELLATION CONDITION IS AMENDED IN PART TO
READ:

SIXTY (60) DAYS IN LIEU OF THIRTY (30) DAYS

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective APRIL 1, 1982 this endorsement forms part of Policy Number AUX5201350

of ALLIANZ UNDERWRITERS, INC.

issued to MONSANTO COMPANY, ET AL

Endorsement No. 1
BB/wc 4-30-82

AUTHORIZED REPRESENTATIVE

A.U.I. 0-0010 (1/79)

MONS 158015

Allianz Underwriters, Inc.
(Hereinafter called the Company)



Excess Umbrella Liability Policy

5900 Wilshire Boulevard
Los Angeles, Calif. 90036

Policy No. **AUX 5201701**

P.O. Address (No., Street, Town, County, State)

Item 1. **MONSANTO COMPANY, ET AL (AND SUBSIDIARIES**
NAMED AS PER SCHEDULE ON FILE WITH COMPANY)
INSURED 800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63167

THOMAS E. SEARS, INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
500 CLARENDON STREET
BOSTON, MASS. 02116

Item 2. Policy Period:
From **APRIL 1, 1983** to **APRIL 1, 1984**
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 3. Underlying Umbrella Policies: A) \$5,000,000 EXCESS OF SCHEDULED UNDERLYING AND/OR
SELF-INSURED RETENTION - LONDON UNDERWRITERS - POLICY NO. TO BE ADVISED
B) \$240,000,000 EXCESS OF A - VARIOUS AS PER SCHEDULE ON FILE WITH
COMPANY - POLICY NOS. TO BE ADVISED

Item 4. Underlying Umbrella Limits (Insuring Agreement 2): **\$245,000,000**

Item 5. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): **\$245,000,000**

Item 6. Limits of Liability (Insuring Agreement 2): **\$10,000,000 PART OF \$55,000,000**
EXCESS OF ITEM 4.

Item 7. Aggregate Limit of Liability (Insuring Agreement 2): **\$10,000,000 PART OF \$55,000,000**
EXCESS OF ITEM 5.

Item 8. Premium: **\$7500.00**
Rate of Adjustment: **FLAT**

Countersigned by:

James E. Ligan
CM/yc Authorized Representative

MAY 2, 1983

Date

IN WITNESS WHEREOF the Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

William J. Sheppard
Secretary

Donald W. Munson
President

MONS 158440



Excess Umbrella Liability Policy

THIS POLICY JACKET WITH THE DECLARATIONS PAGE, AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM
A PART THEREOF, COMPLETES THIS POLICY.

A.U.I. 0-0048 (1/80)

MONS 158441

NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Company.

INSURING AGREEMENTS

1. COVERAGE.

Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law;
 - or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,
- for damages, direct or consequential and expenses on account of:—
- (i) Personal Injuries, including death at any time resulting therefrom;
 - (ii) Property Damage;
 - (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 3 of the Declarations and issued by the Company(ies) as shown in item 3 above, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY—UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:—

\$ (as stated in Item 4 of the Declaration) Ultimate Net Loss in respect of each occurrence, but \$ (as stated in Item 5 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured,

and the Company shall then be liable to pay only the excess thereof up to a further \$ (as stated in Item 6 of the Declaration) Ultimate Net Loss in respect of each occurrence—subject to a limit of \$ (as stated in Item 7 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 6 and 7 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this insurance in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 3 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than thirty (30) days thereafter cancellation shall be effective, except in the event of cancellation for nonpayment of premium the notice shall be effective ten (10) days thereafter. The mailing of notice as aforesaid by Underwriters of their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to mailing.

MONS 158442

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this Insurance has been in force. If this Policy shall be cancelled by the Company the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though Company makes no payment or tender of return premium.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE.

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this Policy, other than Insurance that is in excess of the Insurance afforded by this Policy, the Insurance afforded by this Policy, shall be in excess of and shall not contribute with such other Insurance.

NUCLEAR INCIDENT EXCLUSION

It is agreed that this Policy does not apply:

I. Under any Liability Coverage, to Personal Injury or Property Damage

- (a) with respect to which an Insured under this Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to Personal Injury or Property Damage resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the Personal Injury or Property Damage arising out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used herein:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to Property Damage, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

MONS 158443

ENDORSEMENT



CANCELLATION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS UNDERSTOOD AND
AGREED THAT THE CANCELLATION CONDITION IS AMENDED IN PART TO
READ:

SIXTY (60) DAYS IN LIEU OF THIRTY (30) DAYS

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

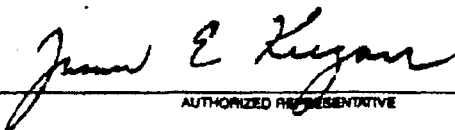
Effective APRIL 1, 1983 this endorsement forms part of Policy Number AUX5201701

of ALLIANZ UNDERWRITERS, INC.

Issued to MONSANTO COMPANY, ET AL

Endorsement No. 1

CM/wc 5-2-83



AUTHORIZED REPRESENTATIVE

MONS 158444